APPENDIX A

In The

UNITED STATES DISTRICT COURT

for the Southern District of Ohio, Western Division

Civil Action No. 5314

ARTHUR WILCOX

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER

Civil Action No. 5315

LESLIE GRIER

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER

Civil Action No. 5319

GEORGE PORTER

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER

Civil Action No. 5320

ABE SMITH

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER

Civil Action No. 5326

RUSSELL WATERS

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER

Civil Action No. 5327

OTIS DRUMMON

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER

MEMORANDUM OPINION

(Filed October 6, 1965.)

These are actions for personal injuries arising out of a common accident. Plaintiffs are the driver and five passengers of an automobile which was involved in a collision with a tractor owned and operated by defendant Culyer under a lease agreement with defendant Transamerican Freight Lines, Inc. (hereinafter called "Transamerican").

The causes are presently before the Court on defendant Transamerican's motion for summary judgment pursuant to Rule 56, Federal Rules of Civil Procedure. Since identical questions of law and fact are presented, they are here consolidated for consideration. Memoranda in opposition to the motion have been filed only in cases No. 5326 and No. 5327, but at the time of oral argument counsel stipulated that these memoranda were also to be considered in the companion cases. It is here determined that there are no genuine issues as to any material facts and the

causes are in proper posture for summary judgment disposition.

Culyer is the owner-operator-lessor of the tractor involved under a lease agreement with Transamerican. The lease complied with the regulations of the Interstate Commerce Commission, 49 C.F.R. § 207.4, in providing that the tractor "shall be under the complete control of [Transamerican] and subject to such use as it may desire to make of it"; that Culyer "shall not in any way control the use or operation" of the tractor; and, that the lease was not to be construed as limiting the liability of Transamerican to the public in connection with the use of the tractor.

The collision from which this action arose occurred around 1:30 a.m. on April 20, 1961, on Interstate Route 75 in Warren County, Ohio. The facts thereof are immaterial for present purposes. On the day prior to the accident, Culyer had delivered a load of freight from Transamerican's South Bend, Indiana, terminal to its Dayton, Ohio, terminal. On that day at 5:46 p.m., Culyer had signed out on the dispatcher's sign-out sheet in the Dayton terminal, indicating that he was returning to his home in Covington, Kentucky, for the weekend. There is a conflict as to how he spent the subsequent 5 or 6 hours, but it appears that on his own initiative he remained in or around the terminal hoping to be assigned another load. When the prospect appeared dim for such assignment he left in his tractor and the accident ensued. Culyer's tractor bore the name and I.C.C. permits of Transamerican.

The affidavit of Robert E. Taylor, Transamerican's Dayton dispatcher, establishes that Culyer was not told to go home by Transamerican and was not proceeding under any directive from it. It also indicates that Transamerican was unaware that Culyer was going to drive home in his tractor.

Culyer's deposition discloses that his purpose in driving to Covington was to visit his home from which he had been absent for 3 weeks and to conduct routine maintenance work on his tractor, as required by the lease. His daily log sheet indicates that he was off duty at the time of the accident. His initial destination was the Transamerican terminal in Cincinnati, Ohio, where drivers were permitted to park their private automobiles as a convenience.

His deposition also discloses that he was paid on a mileage basis only when dispatched by Transamerican, although a separate rental was paid for the tractor. Social security and withholding taxes were deducted from his compensation by Transamerican.

It is Transamerican's contention that Culyer was at the time of the accident outside the scope of his employment and the present motion is directed at establishing this as a matter of law. Plaintiffs contend that Transamerican cannot disclaim possession and control of the vehicle in light of the lease provisions and the I.C.C. regulations governing leased vehicles, and that the present motion may be determined solely on these bases.

By virtue of the I.C.C. regulations and the lease provisions noted above under which nonowned equipment may be operated under a carrier franchise, it seems clear that because Culyer's operation of the tractor was subject to the exclusive control of Transamerican, the relationship of master and servant existed between them. The effect of the regulations and the lease is to make the owner-operator-lessor an employee of the lessee. (*Kaplan Trucking Co.* v. *Lavine,* 253 F.2d 254 (6th Cir. 1958); *Marriott* v. *National Mut. Cas. Co.,* 195 F.2d 462 (10th Cir. 1952); *Gackstetter* v. *Dart Transit Co.,* 269 Minn. 146, 130 N.W. 2d 326 (1964)).

The plaintiffs' position herein amounts to an assertion that, as a result of the lease and the I.C.C. regulations, Transamerican is absolutely liable for *any* negligent operation of the tractor by Culyer during the term of the lease. It has not been shown here that the regulations supersede the common law doctrine of respondent superior. In fact, the cases cited by counsel in support of and in opposition to the present motion unequivocally establish that liability has not been imposed on an absolute basis but rather has been based on whether at the time of the accident the owner-operator-lessor was in the scope of his employment for his carrier's business. (E.g., *Kaplan Trucking Co.* v. *Lavine, (supra)*; *Marriott* v. *National Mut. Cas. Co., (supra)*; *Mellon Nat. Bank and Trust Co.* v. *Sophie Lines, Inc.*, 289 F.2d 473 (3rd Cir. 1961); *Gackstetter* v. *Dart Transit Co., (supra)*; *Felbrant* v. *Able*, 80 N.J. Super., 587, 194 A.2d 491 (1963)).

It is hornbook law that a master is vicariously liable for torts of his servant committed within the course and scope of his employment. The servant must be acting primarily for his master in the furtherance of the master's business before liability attaches, and if the tort occurs while the servant is in pursuit of an activity personal to himself, the master is not liable. (*The White Oak Coal Co.* v. *Rivoux*, 88 Ohio St. 18, 102 N.E. 302 (1913)).

It is here determined as a matter of law that Culyer was pursuing a personal activity at the time of the collision and was thus outside the scope of his employment. He had signed out in Dayton for his home. He had recorded in his daily log sheet that he was off duty. He was not being paid for his trip home and was proceeding without having been dispatched by Transamerican. The use of his tractor was necessitated by an absence of other means of transportation and was undertaken without the knowledge or direction

of Transamerican. His mission was to visit his home and perform routine maintenance on his tractor.

While it is arguable that maintenance of the tractor conferred a direct benefit upon Transamerican and was in furtherance of its business, such maintenance was more for Culyer's personal benefit. He was to keep his tractor operational and thereby be able to accept loads as they became available, but the record establishes that were he unable to do so, Transamerican had a number of other employees on call.

It follows that defendant Transamerican's motion for summary judgment is well taken and an entry in accordance with the foregoing may be presented.

/s/ JOHN W. PECK
District Judge

APPENDIX B

UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

No. 17078

ARTHUR WILCOX, LESLIE GRIER, GEORGE PORTER, ABE SMITH, RUSSELL WATERS and OTIS DRUMMOND,

Plaintiffs-Appellants,

v.

TRANSAMERICAN FREIGHT LINES, INC. and HARRY CULYER,

Defendants-Appellees.

Appeal from United States District Court for the Southern District of Ohio, Western Division

OPINION

(Decided January 18, 1967.)

Before WEICK, Chief Judge, PHILLIPS and CELEBREZZE, Circuit Judges.

PER CURIAM. This appeal is from an order of the District Court granting Transamerican's motion for summary judgment and dismissing the complaint. There was no genuine issue over the facts. The sole question was whether Transamerican, an interstate common carrier by truck, was liable for negligence of the owner-driver of a tractor which it leased from him and which collided with an automobile, injuring the plaintiffs.

The owner-driver of the tractor was in the employ of Transamerican, but its defense was that at the time of the accident he was off duty and was not engaged in its business.

Plaintiffs contended that absolute liability for any negligence of the owner-driver existed because of Regulations of the Interstate Commerce Commission which provided in substance that the tractor should be under the complete control of Transamerican during the term of the lease.

In our opinion, the I.C.C. Regulations do not impose a liability on a carrier using leased equipment greater than that when operating its own equipment. Under Ohio law, liability of an owner of a motor vehicle for the acts of his employee, is governed by the principle of respondeat superior. *White Oak Coal Co.* v. *Rivoux,* 88 Ohio St. 18 (1913). If one of the owner's vehicles was being operated by an employee with permission but on a mission of employee's own, the owner cannot be held liable. The same rule applies to leased equipment. *Thornberry* v. *Oyler,* 164 Ohio St. 395 (1955); *Kaplan Trucking Co.* v. *Lavine,* 253 F.2d 254 (1958).

The owner-driver of the tractor on the day in question had completed a trip for Transamerican with his tractor attached to a trailer, and he had checked out on its official "sign out sheet" at its Dayton, Ohio terminal. His log showed he was "off duty". He waited at Transamerican's Dayton terminal, hoping to get another assignment, but when one was not forthcoming he decided to go to his home in Covington, Kentucky. He drove his tractor (the trailer having been detached), intending to leave it at Transamerican's Cincinnati terminal where he had parked his own automobile with permission. The accident occurred shortly after he left the Dayton terminal.

Transamerican did not know that he had taken his tractor to drive home, but he had implied authority to

do so. He had intended to do some work on his tractor at the Cincinnati terminal, which he was required to do under the provisions of his lease in order to perform his obligation to maintain the tractor in proper operating condition. This was work for his own benefit which he could do himself or have performed by others. Normally as soon as he obtained his next work assignment he would have been required to report for duty to the Dayton terminal, from which place he would start on his next trip.

In driving his tractor on the way home after completion of his work and while off duty, he was not engaged in his employer's business, nor was he doing anything for the benefit of his employer.

Viewing the evidence in the light most favorable to the plaintiffs, the District Judge would have been required to direct a verdict in favor of Transamerican, if the case had gone to trial before a jury. Under these circumstances, the District Judge did not err in granting summary judgment in favor of Transamerican. He gave careful consideration to all of the contentions of the plaintiffs in a well reasoned memorandum opinion and supported his decision with ample authority.

Affirmed.

APPENDIX C

LEASE AND INTERCHANGE OF VEHICLES BY MOTOR CARRIERS

Part 207—Lease And Interchange Of Vehicles

Sec.

207.1 Applicability.
207.2 Definitions.
207.3 Exemptions
207.4 Augmenting equipment.
207.5 Interchange of equipment.
207.6 Rental of equipment to private carriers and shippers.
207.10 Perishable products manufactured from perishable property.

Authority: §§ 207.1 to 207.6, inclusive, issued under 49 Stat. 546, as amended; 49 U. S. C. 304.

Source: §§ 207.1 to 207.6, inclusive, contained in Order, Ex Parte No. MC-43, issued May 8, 1951, effective September 1, 1953*, 16 F. R. 4804, 18 F. R. 3023; reissued November 23, 1956, effective February 1, 1957, 21 F. R. 9653 (except Section 207.4 (a) (3), effective Apr. 2, 1957, Order, ICC, Feb. 1, 1957, 22 F. R. 760).

§ 207.1 **Applicability.** The rules and regulations in this part apply to the augmenting of equipment by common and contract carriers of property by motor vehicle in interstate or foreign commerce subject to Part II of the Interstate Commerce Act, 49 U.S.C. 301 et seq.; to the interchange of equipment between such common carriers of property by motor vehicle, and to the lease of equipment by common and contract carriers of property by motor vehicle, with or without drivers, to private motor carriers and shippers.

§ 207.2 **Definitions.** (a) **Authorized carrier.** A person or persons authorized to engage in the transportation of property as a common or contract carrier under the provisions of Sections 206, 207, or 209 of the Interstate Commerce Act, 49 U. S. C. 306, 307, or 309.

(b) **Equipment.** A motor vehicle, straight truck, tractor, semitrailer, full trailer, combination tractor-and-semitrailer, combination straight truck and full trailer, and any other type of equipment used by authorized carriers in the transportation of property for hire.

(c) **Interchange of equipment.** The physical exchange of equipment between motor common carriers or the receipt by one such carrier of equipment from another such carrier, in furtherance of a through movement of traffic, at a point or points which such carriers are authorized to serve.

(d) **Regular employee.** A person not merely an agent but regularly in exclusive full-time employment.

(e) **Agent.** A person duly authorized to act for and on behalf of an authorized carrier.

(f) **Owner.** A person (1) to whom title to equipment has been issued, or (2) who as lessee, has the right to exclusive use of the equipment for a period longer than 30 days, or (3) who has lawful possession of equipment and has the same registered and licensed in any State or States or the District of Columbia in his or its name.

(g) **Private carrier.** A person as defined in § 203(a)(17) of the Interstate Commerce Act.

* * *

§ 207.3 **Exemptions.** The provisions of § 207.4, except paragraphs (c) and (d), relative to inspection and identification of equipment, shall not apply:

(a) Equipment used in the direction of a point which lessor is authorized to serve. To equipment owned or held under a lease of 30 days or more by an authorized carrier and regularly used by it in the service authorized, and leased by it to another authorized carrier for transportation in the direction of a point which lessor is authorized to serve: *Provided,* That the two carriers have first agreed in writing that control and responsibility for the operation of the equipment shall be that of the lessee from the time the equipment passes the inspection required to be made by lessee or its representative under § 207.4(c) of these rules until such time as the lessor or its representative shall give to the lessee or its representative a receipt specifically identifying the equipment and stating the date and the time of day possession thereof is retaken or until such time as the required inspection is completed by another authorized carrier taking possession of the equipment in an interchange of equipment where such use is contemplated, such writing to be signed by the parties or their duly authorized regular employees or agents, and a copy thereof carried in the equipment while the equipment is in the possession of the lessee.

(b) Rail or express vehicles. To equipment utilized wholly or in part in the transportation of railway express traffic, or in substituted motor-for-rail transportation of railroad freight between points that are railroad stations on railroad billing.

(c) Commercial zone operations. To equipment utilized in transportation performed solely and exclusively within any municipality, contiguous municipalities, or commercial zone, as defined by the Commission.

(d) Vehicles without drivers from rental companies. To the lease of equipment without drivers by an authorized

carrier from an individual, co-partnership or corporation, whose principal business is the leasing of equipment without drivers for compensation.

(e) Non-powered equipment. To equipment other than a power unit, provided that such equipment is not drawn by a power unit leased from the lessor of such equipment.

* * *

§ 207.4 Augmenting equipment. Other than equipment exchanged between motor common carriers in interchange service as defined in § 207.5 of these rules, authorized carriers may perform authorized transportation in or with equipment which they do not own only under the following conditions:

(a) Contract requirements. The contract, lease, or other arrangement for the use of such equipment—

(1) Parties. Shall be made between the authorized carrier and the owner of the equipment.

(2) Written contract required. Shall be in writing and signed by the parties thereto, or their regular employees or agents duly authorized to act for them in the execution of contracts, leases, or other arrangements.

(3) Minimum duration of 30 days when operated by lessor. Shall specify the period for which it applies, which shall not be less than 30 days when the equipment is to be operated for the authorized carrier by the owner or employee of the owner; excepting:

(i) Equipment used in agricultural or perishable operations. That such 30-day minimum period shall not apply to equipment, with driver, of a farmer, agricultural cooperative or private carrier of certain perishable property or which is exempt under section 203(b)(6) of the act, to the

extent that such equipment falls within the terms of the exceptions of section 204(f)(1) or (2) of the Act (49 U. S. C. 304(f)), and is utilized in accordance therewith; *provided*, that prior to the execution of the lease, the authorized carrier receives and retains a statement signed by the owner of the equipment, or someone duly authorized to sign for the owner, authorizing the driver to lease the equipment for the movement or movements contemplated by the lease, certifying that the equipment so leased meets the qualifications enumerated in section 204(f)(1) or (2) of the Act, and specifying the origin, destination, and the time of the beginning and ending of the last movement which brought the equipment within the purview of section 204(f).

(ii) **Automobile and tank truck carriers.** That equipment owned by an automobile carrier or tank-truck carrier or held by such authorized carriers under lawful leases and used in the transportation of motor vehicles or commodities in bulk, respectively, may be leased or subleased to other such authorized carriers.

* * *

(iii) **Ice and snow control purposes.** That such 30-day minimum period shall not apply to dump equipment leased or subleased for use in transporting salt and calcium chloride, in bulk, for ice and snow control purposes, during the period from November 1 to April 30, both inclusive, of each year.

* * *

(4) **Exclusive possession and responsibility.** Shall provide for the exclusive possession, control, and use of the equipment, and for the complete assumption of responsibility in respect thereto, by the lessee for the duration of said contract, lease or other arrangement, except:

(i) Lessee may be considered as owner. Provision may be made therein for considering the lessee as the owner for the purpose of subleasing under these rules to other authorized carriers during such duration.

(ii) Household goods carriers—intermittent operations under long-term lease. When entered into by authorized carriers of household goods, for the transportation of household goods, as defined by the Commission, such provisions need only apply during the period the equipment is operated by or for the authorized carrier, lessee.

(5) Compensation to be specified. Shall specify the compensation to be paid by the lessee for the rental of the leased equipment.

(6) Duration to be specific. Shall specify the time and date or the circumstance on which the contract, lease, or other arrangement begins, and the time or the circumstance on which it ends. The duration of the contract, lease or other arrangement shall coincide with the time for the giving of receipts for the equipment, as required by paragraph (b) of this section; and

(7) Copies of lease and their distribution; copy to be carried on vehicle. Shall be executed in triplicate; the original shall be retained by the authorized carrier in whose service the equipment is to be operated, one copy shall be retained by the owner of the equipment, one copy shall be carried on the equipment specified therein during the entire period of the contract, lease, or other arrangement, unless a certificate as provided in paragraph (d) (2) of this section is carried in lieu thereof.

(b) Receipts for equipment to be specific. When possession of the equipment is taken by the authorized carrier or its regular employee or agent duly authorized to act for

it, said carrier, employee or agent shall give to the owner of the equipment or the owner's employee or agent a receipt specifically identifying the equipment and stating the date and the time of day possession thereof is taken; and when the possession by the authorized carrier ends it or its employee or agent shall obtain from the owner of the equipment, or its regular employee or agent duly authorized to act for it, a receipt specifically identifying the equipment and stating therein the date and the time of day possession thereof is taken.

(c) Safety inspection of equipment by the authorized carrier. It shall be the duty of the authorized carrier, before taking possession of equipment to inspect the same or to have the same inspected by a person who is competent and qualified to make such inspection and has been duly authorized by such carrier to make such inspection as a representative of the carrier, in order to insure that the said equipment complies with Parts 193 and 196 of the Motor Carrier Safety Regulations (Rev.), pertaining to "Parts and Accessories Necessary for Safe Operation", and "Inspection and Maintenance", and if explosives or other dangerous articles are to be transported thereon, further to inspect and check such vehicles or equipment to insure that they or it complies with Part 197 of the said safety regulations pertaining to "Safe Transportation of Explosives." The person making the inspection shall certify the results thereof on a report in the form hereinafter set forth, which report shall be retained and preserved by the authorized carrier, and in his inspection discloses that the equipment does not comply with the requirements of the said safety regulations, possession thereof shall not be taken. In all instances in which the inspection required by this rule is made, the authorized carrier, if an individual, or a member of the co-partnership if the authorized carrier

is a co-partnership, or one of the officials thereof if the authorized carrier is a corporation, shall certify on the inspection report that the person who made the inspection, whether an employee or a person other than an employee, is competent and qualified to make such inspection and has been duly authorized by such carrier to make such inspection as a representative of such authorized carrier. When equipment other than a power unit is leased, a form of report applicable to such equipment may be used.

REPORT OF VEHICLE INSPECTION

Description of vehicle:
Make..... Year..... Model..... Serial No.....
Type: Tractor..... Trailer..... Semitrailer.....
License plate: No..... State.....
Owner's name .....
Name of authorized carrier .....

Indicate in the proper column the result of the inspection of each item listed:

Item	*Not Defective*	*Defective*	*Description of Defect*
Body	.....	.....	.....
Brakes	.....	.....	.....
Cooling system	.....	.....	.....
Drive line	.....	.....	.....
Emergency Equipment	.....	.....	.....
Engine	.....	.....	.....
Exhaust	.....	.....	.....
Fuel system	.....	.....	.....
Glass	.....	.....	.....
Horn	.....	.....	.....
Leaks	.....	.....	.....
Lights (state which) .	.....	.....	.....
Reflectors	.....	.....	.....

Item	*Not Defective*	*Defective*	*Description of Defect*
Speedometer			
Springs			
Steering			
Tires			
Wheels			
Windshield wiper			

Any other items requiring attention: .....

.....

I hereby certify that on the ..... day of ..... I carefully inspected the equipment described above and that this is a true and correct report of the result of such inspection.

.....

(Signature of person making inspection)

I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such inspection as a representative of

.....

(Name of authorized carrier)

Date .....

(Signature of authorized carrier or copartner or officer of authorized carrier.)

(d) Identification of equipment as that of the authorized carrier. The authorized carrier acquiring the use of equipment under this rule shall properly and correctly identify such carrier, during the period of the lease, contract, or other arrangement in accordance with the Commission's requirements in Ex Parte No. MC-41; Part 166, Identification of Motor-Carrier Vehicles. If a removable device is

used to identify the authorized carrier as the operating carrier, such device shall be on durable material such as wood, plastic, or metal, and bear a serial number in the authorized carrier's own series so as to keep proper record of each of the identification devices in use.

(1) Identification to be removed when lease terminated. The authorized carrier operating equipment under these rules shall remove any legend, showing it as the operating carrier, displayed on such equipment, and shall remove any removable device showing it as the operating carrier, before relinquishing possession of the equipment.

(2) Certified statement may be carried on vehicle in lieu of lease. Unless a copy of the lease, contract, or other arrangement is carried on the equipment, as provided in paragraph (a) (7) of this section, the authorized carrier or its regular employee or agent shall prepare a statement certifying that the equipment is being operated by it, which shall specify the name of the owner, the date of the lease, contract, or other arrangement, the period thereof, any restrictions therein relative to the commodities to be transported, and the location of the premises where the original of the lease, contract or other arrangement is kept by the authorized carrier, which certificate shall be carried with the equipment at all times during the entire period of the lease, contract or other arrangement.

(e) Driver of equipment to be in compliance with safety regulations. Before any person other than a regular employee of the authorized carrier is assigned to drive equipment operated under these rules, it shall be the duty of the authorized carrier to make certain that such driver is familiar with and that his employment as a driver will not result in violation of any provision of Parts 192, 193, 195, and 196 of the Motor Carrier Safety Regulations (Rev.) pertaining to "Driving of Motor Vehicles", "Parts and Acces-

sories Necessary for Safe Operation", "Hours of Service of Drivers", and "Inspection and Maintenance", and to require such driver to furnish a certificate of physical examination in accordance with Part 191 of the Motor Carrier Safety Regulations (Rev.) pertaining to "Qualifications of Drivers", or, in lieu thereof, a photostatic copy of the original certificate of physical examination, which shall be retained in the authorized carrier's file.

(f) Record of equipment to be maintained; shipping documents to identify the authorized carrier. The authorized carrier utilizing equipment operated under these rules for periods of less than 30 days shall prepare and keep a manifest or other documents covering each trip for which the equipment is used in its service, containing the name and address of the owner of such equipment; point of origin, the time and date of departure, the point of final destination, and the authorized carrier's serial number of any identification device affixed to the equipment. During the time that equipment subject to these rules is operated there shall be carried with the equipment, bills of lading, waybills, freight bills, manifests, or other papers identifying the lading, and containing the foregoing information, which shall clearly indicate that the transportation of the property carried is under the responsibility of the authorized carrier, which papers shall be preserved by the authorized carrier. This rule shall also apply with respect to vehicles leased for periods of 30 days or more unless the required information is kept at a terminal or office as a part of the records of the authorized carrier.

§ 207.5 Interchange of equipment. * * *

* * *

(e) Identification of equipment as that of the operating carrier. Authorized carriers operating power units in interchange service shall identify such equipment in accordance

with the Commission's requirements in Ex Parte No. MC 41, Part 166, Identification of Motor Carrier Vehicles. Any removable device used to identify the operating carrier shall be on durable materials such as wood, plastic, or metal, and shall bear a serial number in the operating carrier's own series and such carrier shall keep a proper record of each identification device in use. The authorized carrier operating equipment under these rules shall remove any legend, showing it as the operating carrier, displayed on such equipment, and shall remove any removable device showing it as the operating carrier, before relinquishing possession of the equipment. Authorized carriers operating equipment in interchange service under this section shall carry with each vehicle so operated, except trailers and semitrailers, a copy of the contract, or other arrangement, while the equipment is being operated in the interchange service, unless a statement certifying that the equipment is being operated by it and identifying the equipment by company or State registration number, showing the specific point of interchange, the date and time of the assumption of responsibility for the equipment, and the use to be made of the equipment, is carried in the vehicle while it is operated in interchange service. Such statement shall be signed by the parties to the contract or other arrangement or their employees or agent.

(f) Through movement involving more than two carriers. For the purpose of this rule, a lessee of equipment on a through movement involving more than two carriers, shall be considered the owner of the equipment for the purpose of leasing the equipment for movement to destination or for return to the originating carrier.

§ 207.6 Rental of equipment to private carriers and shippers. (a) Rental of equipment with drivers. Unless such service is specified in their operating authorities, authorized carriers shall not rent equipment with drivers to

private carriers or shippers, except where the vehicle so rented is to be used for transportation which may be performed for compensation within the exemption provisions of § 203(b)(7) or (8) of the Interstate Commerce Act.

(b) Rental of equipment without drivers. Authorized common carriers shall not rent equipment without drivers to private carriers or shippers and authorized contract carriers shall not so rent such equipment without first having obtained approval of the rental contract from this Commission, *except* that the prohibitions contained in this rule shall not apply to authorized carriers transporting property wholly for and on the billing of railroads or where the vehicle so rented is to be used for transportation which may be performed for compensation within the exemption provisions of § 203(b)(7) or (8) of the Interstate Commerce Act.